

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW JERSEY

**Caption in Compliance with D.N.J. LBR 9004-1(b)**

**KIRKLAND & ELLIS LLP**

**KIRKLAND & ELLIS INTERNATIONAL LLP** Joshua

A. Sussberg, P.C. (admitted *pro hac vice*) Emily E. Geier,

P.C. (admitted *pro hac vice*)

Derek I. Hunter (admitted *pro hac vice*)

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

joshua.sussberg@kirkland.com

emily.geier@kirkland.com

derek.hunter@kirkland.com

**COLE SCHOTZ P.C.**

Michael D. Sirota, Esq.

Warren A. Usatine, Esq.

Felice R. Yudkin, Esq.

Court Plaza North, 25 Main Street

Hackensack, New Jersey 07601

Telephone: (201) 489-3000

msirota@coleschotz.com

wusatine@coleschotz.com

fyudkin@coleschotz.com

*Co-Counsel for Debtors and Debtors in Possession*

In re:

BED BATH & BEYOND INC., *et al.*,

Debtors.<sup>1</sup>

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Order Filed on August 3, 2023

by Clerk

U.S. Bankruptcy Court

District of New Jersey

Chapter 11

Case No. 23-13359 (VFP)

(Jointly Administered)

**ORDER (I) AUTHORIZING THE SALE OF CERTAIN UNEXPIRED LEASES FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (II) APPROVING ASSUMPTION AND ASSIGNMENT OF CERTAIN UNEXPIRED LEASES; AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through twelve (12), is

**ORDERED.**

**DATED: August 3, 2023**

**Honorable Vincent F. Papalia**  
United States Bankruptcy Judge

<sup>1</sup> The last four digits of Debtor Bed Bath & Beyond Inc.'s tax identification number are 0488. A complete list of the Debtors in these Chapter 11 Cases and each such Debtor's tax identification number may be obtained on the website of the Debtors' claims and noticing agent at <https://restructuring.ra.kroll.com/bbby>. The location of Debtor Bed Bath & Beyond Inc.'s principal place of business and the Debtors' service address in these Chapter 11 Cases is 650 Liberty Avenue, Union, New Jersey 07083.

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Caption of Order: ORDER (I) AUTHORIZING THE SALE OF CERTAIN UNEXPIRED  
LEASES FREE AND CLEAR OF LIENS, CLAIMS,  
ENCUMBRANCES, AND OTHER INTERESTS; (II) APPROVING  
ASSUMPTION AND ASSIGNMENT OF CERTAIN UNEXPIRED  
LEASES; AND (III) GRANTING RELATED RELIEF

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Upon the *Debtors' Motion for Entry of an Order (I) Establishing Procedures to Sell Certain Leases, (II) Approving the Sale of Certain Leases, and (III) Granting Related Relief* [Docket No. 193] (the "Motion"),<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors"), authorizing and approving, among other things, (a) the Lease Sale Procedures, and (b) the Debtors' right to consummate Lease Sales, including through Assumption and Assignment Agreements between the Debtors and the prospective assignee, all as more fully set forth in the Motion, and upon entry of the *Order (I) Establishing Procedures To Sell Certain Leases, (II) Approving the Sale of Certain Leases, and (III) Granting Related Relief* [Docket No. 422] (the "Lease Sale Procedures Order"); and upon the First Day Declaration and the arguments and filings in support of the entry of this Order (i) authorizing the Debtors to sell certain unexpired leases set forth on **Schedule 1** attached hereto (the "Leases") free and clear of liens, claims, encumbrances, and other interests, and (ii) approving the assumption and assignment of the Leases to Burlington Coat Factory Warehouse Corporation and certain of its affiliates (collectively, "Burlington" or "Assignee") (collectively, the "Burlington Lease Sale and Assignment"), including, without limitation, (i) the *Notice of Successful and Backup Bidder with Respect to the Phase 1 Auction of Certain of the Debtors' Lease Assets and Assumption and Assignment of Certain Unexpired Leases* [Docket No. 1114], (ii) the *Notice of Assumption of Certain Leases*

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<sup>2</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion or the Assumption and Assignment Agreement attached hereto as Schedule 2 (the "Assumption and Assignment Agreement"), as applicable.

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GRANTING RELATED RELIEF

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[Docket No. 1157] and (iii) *Notice of Matters Scheduled for Hearing on July 28, 2023* [Docket No. 1582]; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Standing Order of Reference to the Bankruptcy Court Under Title 11 of the United States District Court for the District of New Jersey, entered July 23, 1984, and amended on September 18, 2012 (Simandle, C.J.); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion and this Order is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and the corresponding assumption and assignment and sale of the Leases and all of the Debtors' rights therein was in accordance with the provisions of the Lease Sale Procedures Order and otherwise appropriate under the circumstances and no other notice need be provided; and in accordance with the Lease Sale Procedures Order, the Debtors having conducted the Phase 1 Lease Auction; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court on July 28, 2023 (the "Hearing"); and this Court having determined that the Debtors having complied with the Lease Sale Procedures, and that the Debtors' entry into the Assumption and Assignment Agreement is in the best interest of the Debtors and their estates and provides for the highest or best offer for the Leases (as defined in the Assumption and Assignment Agreement); and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor **IT IS HEREBY ORDERED THAT:**

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1. The Motion is **GRANTED** as set forth herein.
2. All objections to the Burlington Lease Sale and Assignment and Burlington's operation of a Burlington store within the premises under the respective Leases that have not been withdrawn, waived, resolved herein or settled as announced to the Court at the Hearing or by stipulation filed with the Court, and all reservations of rights included in such objections or otherwise, are hereby denied and overruled on the merits with prejudice. Those parties who did not object or withdrew their objections to the Burlington Sale and Assignment are deemed to have consented to the Burlington Lease Sale and Assignment and Burlington's operation of a Burlington store within the premises under the respective Leases pursuant to section 363(f)(2) of the Bankruptcy Code.
3. The Debtors are authorized to sell the Leases set forth on **Schedule 1** to Burlington for the price previously agreed to, and in accordance with the terms of this Order and the Assumption and Assignment Agreement attached hereto as **Schedule 2**, hereby assume and assign such Leases to the applicable Burlington entity set forth on **Schedule 1** free and clear of any and all licensees, tenants, and/or subtenants, all license and concession agreements for all or any part of the leased premises, all assigned contracts relating to the leased premises, and all liens, claims, and encumbrances pursuant to section 363(f) of the Bankruptcy Code.
4. The Debtors shall have sole responsibility for paying all cure costs (the "**Cure Costs**") required to assume and assign the Leases. As set forth on **Schedule 1**, certain Cure Costs are undisputed (the "**Undisputed Cure Costs**") and certain Cure Costs are disputed (the "**Disputed**

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Cure Costs”). Within seven (7) days following the Closing Date<sup>1</sup> (the “Undisputed Cure Cost Payment Date”), the Debtors shall pay the Undisputed Cure Costs for the Leases, as set forth on **Schedule 1** attached hereto, which shall be paid from the proceeds of the Burlington Lease Sale and Assignment. The Debtors shall not be required to pay the Disputed Cure Costs on the Undisputed Cure Cost Payment Date but shall remain liable for the payment of the Disputed Cure Costs either upon an agreement between the Debtors and the applicable Landlord with respect to the Cure Costs or upon the Court’s determination of such Cure Costs. Without otherwise relieving the Debtors from their obligation to satisfy the Cure Costs, the Leases shall be sold and assumed and assigned pursuant to the terms of this Order notwithstanding the non-payment of the Disputed Cure Costs on the Undisputed Cure Cost Payment Date. The Debtors shall reserve from the proceeds of the Burlington Lease Sale and Assignment an amount equal to the Disputed Cure Costs (the “Disputed Cure Reserve”). Upon payment of any Disputed Cure Cost, the Debtors shall be permitted to release from the Disputed Cost Reserve such amounts in excess of the amount initially reserved on account of such Disputed Cure Cost. Upon the payment of all applicable Cure Costs the Debtors shall be permitted to release any amounts remaining in the Disputed Cure Reserve for the Debtors’ use subject to the terms of the *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Utilize Cash Collateral, (II) Granting Liens and Superpriority Administrative Expense Claims, (III) Granting Adequate Protection, (IV) Modifying the Automatic*

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<sup>1</sup> As used herein and in the Assumption and Assignment Agreement, “Closing Date” means the date of entry of this Order.

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*Stay, and (V) Granting Related Relief* [Docket No. 729]. Subject to the provisions of this paragraph, the determination of any Disputed Cure Costs shall be expressly reserved for further proceedings, at which time the Debtors and such affected Landlord with a Disputed Cure Cost may schedule a further hearing before the Court on the issue of appropriate Cure Costs on at least seven (7) days' prior notice to the parties affected. Payment of the applicable Cure Costs, in such amounts as either set forth on **Schedule 1**, agreed by the Debtors and the applicable Landlord, or as otherwise determined by the Court, shall constitute the cure of all defaults arising under the Leases that are required to be cured by section 365(b)(1)(A) of the Bankruptcy Code (after giving effect to section 365(b)(2) of the Bankruptcy Code). For clarity, Cure Costs do not include August rent, which shall be paid within ten (10) business days of the entry of this Order.

5. Burlington has demonstrated adequate assurance of future performance and has satisfied the requirements set forth in section 365(b)(1)(C) of the Bankruptcy Code with respect to the Leases. Burlington is a good faith purchaser of the Leases within the meaning of section 363(m) of the Bankruptcy Code.

6. There shall be no rent accelerations, assignment fees, increases or any other fees charged to Burlington or the Debtors as a result of the assumption and assignment of the Leases.

7. Effective as of the Closing Date, the assignment of the Leases by the Debtors to each applicable Burlington entity shall constitute a legal, valid, and effective transfer of each such Lease notwithstanding any requirement for approval or consent by any person and vests each applicable Burlington entity with all right, title, and interest of the Debtors in and to such Lease,

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free and clear of all liens, claims, and encumbrances pursuant to section 363(f) of the Bankruptcy Code.

8. Any provisions in the Leases that prohibit or condition the assignment of such Lease or allow the Landlord of such Lease to terminate, declare a breach or default, recapture, impose any penalty, condition any renewal or extension, or modify any term or condition, as a result of the assignment of such Lease, constitute unenforceable anti-assignment provisions and are void and of no force and effect as against the Debtors and Burlington in connection with the assumption and assignment of the Leases. The Leases shall remain in full force and effect, without existing defaults, subject only to payment by the Debtor of the appropriate cure amount, if any.

9. Upon payment of the applicable Cure Cost, if any, or the determination hereby that no Cure Cost is owed to the applicable Landlord and upon entry of this Order, the Debtors and each Landlord are hereby barred and permanently enjoined from asserting against one another any default, claim, or liability existing, accrued, arising, or relating to the applicable Lease for the period prior to the Closing Date, and from and after the entry of this Order, each applicable Landlord and the Debtors are hereby barred and permanently enjoined from asserting against Burlington any default, claim, or liability existing, accrued, arising, or relating to the applicable Lease for the period prior to the Closing Date; *provided, however*, that nothing herein shall impair or prejudice any Landlord's rights to recover from the Debtors' available insurance coverage with respect to third-party claims asserted in connection with the Debtors' use and occupancy of the

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applicable premises subject to an applicable Lease on account of events that occurred prior to the Closing Date.

10. Except as provided in any Lease, the Debtors are not bound by use restrictions contained in any lease: (i) to which the applicable Debtor is not a party; and/or (ii) which was executed after the effective date of the applicable Lease (each, a “Subsequent Lease”). As such, except as provided in any Lease, the Debtors are authorized to assume and assign the Leases to Burlington notwithstanding any use restrictions or similar exclusives contained in any Subsequent Lease. The provisions of this paragraph shall apply to this Order only, shall not be determined to be law of the case with respect to any other assignments or prejudice or impact in any way the rights of any landlord or potential assignee not party to the Leases assigned hereby.

11. The terms and conditions of this Order shall be immediately effective and enforceable upon entry of this Order. The provisions of this Order authorizing the assignment of the Leases shall be self-executing, and neither the Debtors nor Burlington shall be required to execute or file assignments, consents or other instruments in order to effectuate, consummate, and/or implement provisions of this Order. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to effect, consummate, and/or implement the transactions contemplated by this Order. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to effectuate, consummate, and/or implement to the extent necessary the provisions of this Order.



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12. Except as mandated by section 365(b)(3)(C) and (D) of the Bankruptcy Code (and as may be provided in any written agreement between Burlington and the applicable Landlord (each a “Landlord Agreement”)), to the extent any Lease contains use restrictions which would otherwise prohibit Burlington from operating at the applicable leased premises in the ordinary course of its business, including any restrictions on the sale of some or all of the items and goods typically sold by Burlington, such use restriction provisions are deemed to be unenforceable anti-assignment provisions pursuant to section 365(f) of the Bankruptcy Code, and all objections regarding Assignee, the assignment of the Leases to Assignee as described herein, consent to Assignee and its use in the respective leased premises not specifically raised, filed and/or addressed during these proceedings are hereby deemed denied.

13. Notwithstanding any term of the Leases to the contrary, any extension, renewal option, or other rights contained in any Lease that purports to be personal only to a Debtor or Debtors or to a named entity in such Lease or to be exercisable only by a Debtor or Debtors or by a named entity or an entity operating under a specific trade name may be freely exercised to their full extent by the applicable Burlington entity, in accordance with the terms of such Lease. The Debtors have timely exercised any applicable extension or renewal options under the Leases, and the Leases are all in full force and effect. In addition, to the extent not heretofore exercised, the five-year term renewal option for each of the Leases for store numbers 556 (St. Augustine, FL); 192 (Midlothian, VA); 1237 (Morehead City, NC) and 589 (D’Iberville, MS) (each shown in Schedule 1 hereof) is hereby exercised (so the Lease expiration date for each such Lease is January

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31, 2029). The Debtors have not previously rejected any of the Leases and the Debtors' period to assume or reject the Leases has not otherwise expired.

14. Except as set forth in this Order, from and after the assumption and assignment to Assignee of the Leases in accordance with this Order, the terms of each Lease shall be binding upon the applicable Burlington entity to which the particular Lease is assigned (as may be modified in any Landlord Agreement), including, without limitation, in the case of each Lease, any indemnification obligations expressly contained in such Lease (but expressly limited to matters arising from and after the Closing Date), and any rent, common area maintenance, insurance, taxes, or similar charges expressly contained in such Lease that relate to periods from and after the Closing Date; *provided, however*, that Burlington's assumption of obligations and liabilities under the Leases shall be limited to obligations arising from and after the Closing Date and which relate to periods from and after the Closing Date. With respect to any provision of any Lease providing for calculation of rent based on a percentage of annual sales, for the annual period in which the Closing Date occurs, Burlington shall only be responsible for the prorated portion of percentage rent attributable to the period after the Closing Date calculated on a per diem basis.

15. Notwithstanding any provision of the Leases (including any related reciprocal easement agreement or declaration of covenants and restrictions or other land use agreement (each, an "REA")) or any ground or master lease (each, a "Master Lease")) to the contrary, including a covenant of continuous operation or a "go dark" provision, Burlington shall not be required to operate its business from the leased premises for a reasonable period of time after the entry of this

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Order, in order to perform alterations and remodeling which shall be done in a manner consistent with the terms of the applicable Lease and to replace and modify existing signage to the extent necessary to operate at the premises as a Burlington store and consistent with its business operations and the terms of the Leases. Notwithstanding any provision of the Leases to the contrary (including any related REA or Master Lease), to the extent any Landlord's consent is required for any such alteration or signage modification, such Landlord's consent thereto shall not be unreasonably withheld, conditioned, or delayed.

16. The Landlords shall cooperate in good faith and use commercially reasonable efforts to execute and deliver, upon the request of Burlington, any instruments, applications, consents, or other documents that may be required by any public or quasi-public authority or other party or entity, for the purpose of obtaining any permits, approvals, or other necessary documents required for alteration, installation of signage, opening, and operating the premises associated with the Leases; *provided* that the Landlords do not incur any out of the ordinary material out-of-pocket costs as a result of such cooperation.

17. Notwithstanding anything to the contrary in this Order or the Assumption and Assignment Agreement, none of the Debtors' insurance policies (and/or any agreements related thereto between any of the Debtors, on the one hand, and the applicable insurer(s) and/or third-party administrators, on the other hand) shall be abandoned, sold, assigned, or otherwise transferred pursuant this Order. Moreover, and for the avoidance of doubt, nothing, including the Lease Sale Procedures and this Order, alters or modifies the terms and conditions of any insurance

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policies issued by ACE American Insurance Company and/or any of its U.S.-based affiliates and/or any agreements related thereto or effectuates a sale, assignment or transfer of any such policies or agreements or any of the rights, benefits, rights to payment, recoveries, claims and/or proceeds under such policies or agreements.

18. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

19. In the event of any inconsistencies between this Order, the Motion, and the Assumption and Assignment Agreement, this Order shall govern.

20. Notwithstanding Bankruptcy Rules 6004(h) or 6006(d), or any other Bankruptcy Rule or Local Rule, to the extent applicable, this Order shall be effective and enforceable immediately upon entry hereof.

21. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

22. The requirement set forth in Local Rule 9013-1(a)(3) that any motion be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

23. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

**Schedule 1**

**LEASES TO BE ASSUMED AND ASSIGNED**

Store Number	Address	Base Rent PSF <sup>1</sup>	Lease Expiration Date	Options	Purchaser Entity	Cure Amount
55	1875 Palm Beach Lakes Blvd. West Palm Beach, FL	\$17.00	January 31, 2025	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	Subject to further reconciliation
192	11609 Midlothian Turnpike Midlothian, VA	\$11.50	January 31, 2029	5	Burlington Coat Factory Warehouse Corporation	\$0.00
318	3001-A101 West Loop 250 North Midland, TX	\$9.25	January 31, 2026	5 + 5	Burlington Coat Factory of Texas, L.P.	\$26,938.57
384	1557 Vine Street Hollywood, CA	\$23.10	January 31, 2028	5 + 5	Burlington Coat Factory of Texas, Inc.	\$2,039.77
507	3640 Long Beach Road Oceanside, NY	\$19.04	January 31, 2028	5 + 5	Burlington Coat Factory of Texas, Inc.	\$1,049.38
525	5450 N. 9th Avenue Pensacola, FL	\$16.23	January 31, 2028	5 + 5	Burlington Coat Factory Warehouse Corporation	\$72,857.99
542	261 Daniel Webster Highway Nashua, NH	\$11.08	January 31, 2027	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$0.00
544	412 S. Bryant Ave. Edmond, OK	\$8.00	January 31, 2025	5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$0.00
556	320 CBL Drive St. Augustine, FL	\$7.00	January 31, 2029	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$15,754.50
557	2315 Colorado Boulevard, Suite 180 Denton, TX	\$10.50	January 31, 2025	5 + 5 + 5 + 5	Burlington Coat Factory of Texas, L.P.	\$36,211.28
577	San Patricio Plaza Guaynabo, PR	\$20.00	January 31, 2031	5 + 5	Burlington Coat Factory of Puerto Rico, LLC	Subject to further reconciliation
585	1430 Texas Avenue South College Station, TX	\$11.00	January 21, 2025	5 + 5 + 5	Burlington Coat Factory of Texas, L.P.	\$0.00

<sup>1</sup> The Base Rent (PSF) listed in this column is stated as of the date hereof, which Base Rent pursuant to the terms of the applicable Lease may adjust prior to the Lease Expiration Date and with respect to any applicable Options.

Store Number	Address	Base Rent PSF <sup>1</sup>	Lease Expiration Date	Options	Purchaser Entity	Cure Amount
589	3951 Promenade Parkway D'Iberville, MS	\$14.24	January 31, 2029	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$0.00
769	4633 S Jack Kultgen Expressway Waco, TX	\$14.50	January 31, 2026	5 + 5 + 5 + 5	Burlington Coat Factory of Texas, L.P.	\$62,091.05
1002	6001 North West Loop 410 San Antonio, TX	\$10.00	January 31, 2029	5 + 5 + 5	Burlington Coat Factory of Texas, L.P.	\$0.00
1011	200 Aberdeen Commons Aberdeen, NC	\$11.00	January 31, 2026	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$0.00
1014	1235 Caroline Street NE Atlanta, GA	\$16.00	January 31, 2026	5 + 5	Burlington Coat Factory Warehouse Corporation	\$7,000.00
1024	963 East Interstate Highway 30 Rockwall, TX	\$9.50	January 31, 2026	5 + 5 + 5	Burlington Coat Factory of Texas, L.P.	\$0.00
1044	200 Colony Place Plymouth, MA	\$12.00	January 31, 2031	5 + 5 + 5	Burlington Coat Factory of Texas, Inc.	\$10,317.44
1094	2955 Cobb Parkway SE Atlanta, GA	\$12.00	January 31, 3032	5	Burlington Coat Factory Warehouse Corporation	\$9,296.00
1096	404 Route 3 West Clifton, NJ	\$24.00	January 31, 2027	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$46,869.11
1110	S.W. 33rd Avenue & S.W. 22nd Street Coral Gables, FL	\$20.00	January 31, 2025	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$97,441.75
1143	Colonial Landing Orlando, FL	\$10.75	January 31, 2030	5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	Subject to further reconciliation
1175	601 E. Dimond Boulevard Anchorage, AK	\$18.76	January 31, 2028	5 + 5	Burlington Coat Factory Warehouse Corporation	\$40,444.80
1177	3100 14th Street NW Washington, DC	\$21.15	January 31, 2029	5	Burlington Coat Factory Warehouse Corporation	\$276,836.50
1237	5160 Highway 70, Suite 600 Morehead City, NC	\$7.50	January 31, 2029	5 + 5	Burlington Coat Factory Warehouse Corporation	\$15,054.00

Store Number	Address	Base Rent PSF <sup>1</sup>	Lease Expiration Date	Options	Purchaser Entity	Cure Amount
1265	Margie Drive & State Route 247 Warner Robins, GA	\$6.50	January 31, 2025	5 + 5 + 5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$0.00
1314	1440 Old Country Road Riverhead, NY	\$11.00	January 31, 2028	5 + 5	Burlington Coat Factory of Texas, Inc.	\$99,287.12
1333	1365 Eglin Street Rapid City, SD	\$7.00	January 31, 2027	5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$64,696.97
1365	422 W. Loop 281, Suite 200 Longview, TX	\$10.75	January 31, 2026	5 + 5 + 5 + 5	Burlington Coat Factory of Texas, L.P.	\$10,682.96
1367	15600 Panama City Beach Parkway, Panama City Beach, FL	\$9.00	January 31, 2025	5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$10,402.15
1409	1320 McFarland Blvd E Tuscaloosa, AL	\$12.00	January 31, 2026	5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$3,258.00
3025	8241 West Flagler Street, Suite 100 Miami, FL	\$10.29	January 31, 2025	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$40,643.50
3036	1440 Central Avenue Colonie, NY	\$7.00	January 31, 2026	5 + 5	Burlington Coat Factory of Texas, Inc.	\$44,915.59
3086	202 Morrell Road Knoxville, TN	\$10.00	January 31, 2028	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation	\$16,347.22

## Schedule 2

### Assumption and Assignment Agreement

DocuSign Envelope ID: FCD430DD-DD0B-4F22-B5DC-0B3FAFC195BD

#### ASSUMPTION AND ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), dated as of August 3, 2023, is by and between BED BATH AND BEYOND INC., a New York corporation ("Assignor") and BURLINGTON COAT FACTORY WAREHOUSE CORPORATION, a Florida corporation, or its designated affiliates reflected on Schedule A ("Assignee"). For the avoidance of doubt, all provisions of the applicable assigned contract, including any provision limiting future assignment, shall be binding on the applicable Assignee after consummation of the assignment of such contract by the Assignor to the Assignee.

#### RECITALS

WHEREAS, Assignor, along with its affiliated debtors and debtors in possession, has filed a voluntary petition for relief pursuant to chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code"), in the United States Bankruptcy Court for the District of New Jersey (the "Court"), jointly administered under case *In re Bed Bath & Beyond Inc.*, Case No. 23-13359 (VFP) (Bankr. D.N.J. 2023) (the "Chapter 11 Cases"); and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to assume the unexpired lease(s) listed on Schedule A attached hereto, with the term and address of each lease being as represented in the documents provided by Debtor's Broker of record, A&G Real Estate Partners, on Schedule A, including rights under those certain Subordination, Non-Disturbance and Recognition Agreements executed in connection with such leases (collectively referred to as either as the "Assigned Assets" or the "Leases" and individually an "Assigned Asset" or "Lease") with respect to the premises set forth on Schedule A (the "Premises") subject to approval by the Court in the Chapter 11 Cases (the "Court Order").

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto (individually, "Party" or collectively, "Parties") agree as follows:

#### AGREEMENT

1. Assignment and Assumption. Effective as of the date the Bankruptcy Court enters an order pursuant to 11 U.S.C. 363(b) approving the assumption and assignment contemplated by this Agreement (the "Closing Date"), and upon payment of the Purchase Price as set forth below, but in no event later than August 7, 2023:

(a) Assignor hereby sells, transfers, conveys, assigns and sets over to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Assigned Assets.

(b) Except as specifically set forth in this Agreement, Assignee hereby assumes and undertakes to pay, perform and discharge all of Assignor's obligations and duties with respect to the Assigned Assets.

(c) For the avoidance of doubt and notwithstanding any other provision of this Agreement, Assignee agrees it is responsible, on a prorated basis, for the costs of rent with respect to the Assigned Assets for the rental period from and after the Closing Date (for clarity, this includes the Closing Date). To the extent the Assignor has paid any rent costs with respect to any Premises prior to the Closing Date for the period from and after the Closing Date, Assignee shall reimburse Assignor for such amounts paid within seven (7) days of the later to occur of: (I) the Closing Date; or (II) the date



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Assignor provides Assignee with documentation reasonably sufficient to establish Assignor's payment of such rent cost.

2. Assigned Assets. The Parties will work together in good faith and with diligent efforts to obtain the issuance of one or more Court Orders for all of the Assigned Assets.

3. Payment of Purchase Price. Assignee shall, on the Closing Date, deliver the purchase price for the Assigned Assets in the amount previously agreed to (the "Purchase Price"), in immediately available funds wired to the account specified by Assignor. The Parties acknowledge that if the assumption and assignment of the Assigned Assets (the "Closing") does not occur on the date of the final Court Order the Lease(s) may thereafter be rejected in the bankruptcy proceeding referenced above.

4. Assumption of Liabilities. All defaults or other obligations of Assignor arising or accruing prior to the Closing Date (including, but not limited to, fees, charges, adjustments, or reconciliations for taxes, insurance, CAM, and other charges, whether billed or unbilled, due or not due (each a "True-Up Charge") regardless of whether such True-Up Charge relates to a period of time prior to the assignment of such Assigned Asset(s), but without giving effect to any acceleration clauses or any default provisions of the kind specified in 11 U.S.C. 365(b)(2)) shall be cured by Assignor on or before the Closing Date or as soon thereafter as reasonably practicable (or as otherwise agreed with the counterparty to such Assigned Asset), and Assignee shall have no liability or obligation arising or accruing under the Assigned Assets prior to the Closing Date. Assignee shall assume all obligations with respect to the Assigned Assets arising from and after the Closing Date.

5. No Further Liability of Assignor. From and after the Closing Date, Assignor shall have no further obligations and duties with respect to the Assigned Assets arising from and after the Closing Date.

6. Further Assurances. At any time and from time to time after the date hereof, at the request of Assignee, and without further consideration, Assignor shall execute and deliver such other instruments of sale, transfer, conveyance, assignment, and confirmation or consents and take such other action as Assignee may reasonably request as necessary or desirable in order to more effectively transfer, convey, and assign to Assignee Assignor's rights to the Assigned Assets.

7. "As Is Where Is" Transaction. Assignee hereby acknowledges and agrees that Assignor makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Assigned Assets; *provided, however*, Assignor warrants and represents: (a) Assignor is the tenant under all of the Leases; (b) each Lease is in full force and effect; (c) the Leases are comprised of the documents made available to Assignee by Assignor via A&G Real Estate Partners and there are no other agreements (written or verbal) which grant any possessory interest in and to any space situated on or in the Premises under the Lease(s) or that otherwise give rights with regard to use of the Premises under the Lease or limit the use of the Premises; and (d) there are no service contracts for any of the Assigned Assets which will bind Assignee after the Closing and Assignor shall terminate any and all service contracts with respect to the Assigned Assets and the Leases prior to Closing or as soon as reasonably practicable thereafter. Subject to the foregoing representations and warranties, Assignor hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Assigned Assets.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without regard to principles of conflicts of law.

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9. Jurisdiction. The Parties consent to the exclusive jurisdiction of the United States Bankruptcy Court for the District of New Jersey with respect to all matters arising under or relating to this Agreement. The Parties hereby irrevocably waive any objection on the grounds of venue, forum non conveniens, or any similar grounds and irrevocably consent to service of process by mail or in any other manner permitted by applicable law. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement.

10. No Reliance. Except as specifically set forth in this Agreement, each Party represents and warrants that in entering into this Agreement it is relying on its own judgment, belief and knowledge and, as applicable, on that of any attorney it has retained to represent it in this matter.

11. Construction. This Agreement has been drafted through a cooperative effort of both Parties, and neither Party shall be considered the drafter of this Agreement so as to give rise to any presumption of convention regarding construction of this document. All terms of this Agreement were negotiated in good faith and at arm's-length, and this Agreement was prepared and executed without fraud, duress, undue influence, or coercion of any kind exerted by any of the Parties upon the other. The execution and delivery of this Agreement is the free and voluntary act of the Parties.

12. Execution in Counterparts. This Agreement may be executed electronically and delivered in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All such counterparts, when so executed, shall be deemed to constitute one final agreement as if one document had been signed by all Parties to this Agreement. Each such counterpart, upon execution and delivery of all counterparts, shall be deemed a complete and original of this Agreement. The Parties hereby each agree that its authorized signatories may receive and review this Agreement via electronic record and may sign this Agreement via electronic digital signature (i.e., DocuSign or similar electronic signature technology), and the Parties may rely on such electronic digital signatures as if they are original signatures by each Party or duly authorized representatives of each Party, and delivery of an executed copy of this Agreement by facsimile or by other electronic means (.pdf) shall be legal and binding and shall have the same full force and effect as if an original executed copy of this Agreement had been delivered. No Party may raise the use of an image transmission device or method or the fact that any signature was transmitted as an image as a defense to the enforcement of such document.

*[Signatures appear on following page]*

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first  
above written.

**ASSIGNOR:**

**BED BATH & BEYOND INC.,**  
a New York corporation

DocuSigned by:  
By: David Kastin  
Name: David M. Kastin  
Title: Executive Vice President - Chief Legal Officer

**ASSIGNEE:**

**BURLINGTON COAT FACTORY  
WAREHOUSE CORPORATION,**  
a Florida corporation

DocuSigned by:  
By: Michael Shanahan  
Name: Michael Shanahan  
Title: Senior Vice President, Real Estate  
Federal I.D. No.: 22-1970303

DocuSign Envelope ID: FCD430DD-DD0B-4F22-B5DC-0B3FAFC195BD

**Schedule A**

**Description of Assigned Assets**

Store Number	Address	Base Rent PSF <sup>1</sup>	Lease Expiration Date	Options	Purchaser Entity
55	1875 Palm Beach Lakes Blvd. West Palm Beach, FL	\$17.00	January 31, 2025	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
192	11609 Midlothian Turnpike Midlothian, VA	\$11.50	January 31, 2029	5	Burlington Coat Factory Warehouse Corporation
318	3001-A101 West Loop 250 North Midland, TX	\$9.25	January 31, 2026	5 + 5	Burlington Coat Factory of Texas, L.P.
384	1557 Vine Street Hollywood, CA	\$23.10	January 31, 2028	5 + 5	Burlington Coat Factory of Texas, Inc.
507	3640 Long Beach Road Oceanside, NY	\$19.04	January 31, 2028	5 + 5	Burlington Coat Factory of Texas, Inc.
525	5450 N. 9th Avenue Pensacola, FL	\$16.23	January 31, 2028	5 + 5	Burlington Coat Factory Warehouse Corporation
542	261 Daniel Webster Highway Nashua, NH	\$11.08	January 31, 2027	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
544	412 S. Bryant Ave. Edmond, OK	\$8.00	January 31, 2025	5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
556	320 CBL Drive St. Augustine, FL	\$7.00	January 31, 2029	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
557	2315 Colorado Boulevard, Suite 180 Denton, TX	\$10.50	January 31, 2025	5 + 5 + 5 + 5	Burlington Coat Factory of Texas, L.P.
577	San Patricio Plaza Guaynabo, PR	\$20.00	January 31, 2031	5 + 5	Burlington Coat Factory of Puerto Rico, LLC
585	1430 Texas Avenue South College Station, TX	\$11.00	January 21, 2025	5 + 5 + 5	Burlington Coat Factory of Texas, L.P.

<sup>1</sup> The Base Rent (PSF) listed in this column is stated as of the date hereof, which Base Rent pursuant to the terms of the applicable Lease may adjust prior to the Lease Expiration Date and with respect to any applicable Options.

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Store Number	Address	Base Rent PSF <sup>1</sup>	Lease Expiration Date	Options	Purchaser Entity
589	3951 Promenade Parkway D'Iberville, MS	\$14.24	January 31, 2029	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
769	4633 S Jack Kultgen Expressway Waco, TX	\$14.50	January 31, 2026	5 + 5 + 5 + 5	Burlington Coat Factory of Texas, L.P.
1002	6001 North West Loop 410 San Antonio, TX	\$10.00	January 31, 2029	5 + 5 + 5	Burlington Coat Factory of Texas, L.P.
1011	200 Aberdeen Commons Aberdeen, NC	\$11.00	January 31, 2026	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
1014	1235 Caroline Street NE Atlanta, GA	\$16.00	January 31, 2026	5 + 5	Burlington Coat Factory Warehouse Corporation
1024	963 East Interstate Highway 30 Rockwall, TX	\$9.50	January 31, 2026	5 + 5 + 5	Burlington Coat Factory of Texas, L.P.
1044	200 Colony Place Plymouth, MA	\$12.00	January 31, 2031	5 + 5 + 5	Burlington Coat Factory of Texas, Inc.
1094	2955 Cobb Parkway SE Atlanta, GA	\$12.00	January 31, 3032	5	Burlington Coat Factory Warehouse Corporation
1096	404 Route 3 West Clifton, NJ	\$24.00	January 31, 2027	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
1110	S.W. 33rd Avenue & S.W. 22nd Street Coral Gables, FL	\$20.00	January 31, 2025	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
1143	Colonial Landing Orlando, FL	\$10.75	January 31, 2030	5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
1175	601 E. Dimond Boulevard Anchorage, AK	\$18.76	January 31, 2028	5 + 5	Burlington Coat Factory Warehouse Corporation
1177	3100 14th Street NW Washington, DC	\$21.15	January 31, 2029	5	Burlington Coat Factory Warehouse Corporation
1237	5160 Highway 70, Suite 600 Morehead City, NC	\$7.50	January 31, 2029	5 + 5	Burlington Coat Factory Warehouse Corporation

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Store Number	Address	Base Rent PSF <sup>1</sup>	Lease Expiration Date	Options	Purchaser Entity
1265	Margie Drive & State Route 247 Warner Robins, GA	\$6.50	January 31, 2025	5 + 5 + 5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
1314	1440 Old Country Road Riverhead, NY	\$11.00	January 31, 2028	5 + 5	Burlington Coat Factory of Texas, Inc.
1333	1365 Eglin Street Rapid City, SD	\$7.00	January 31, 2027	5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
1365	422 W. Loop 281, Suite 200 Longview, TX	\$10.75	January 31, 2026	5 + 5 + 5 + 5	Burlington Coat Factory of Texas, L.P.
1367	15600 Panama City Beach Parkway, Panama City Beach, FL	\$9.00	January 31, 2025	5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
1409	1320 McFarland Blvd E Tuscaloosa, AL	\$12.00	January 31, 2026	5 + 5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
3025	8241 West Flagler Street, Suite 100 Miami, FL	\$10.29	January 31, 2025	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation
3036	1440 Central Avenue Colonie, NY	\$7.00	January 31, 2026	5 + 5	Burlington Coat Factory of Texas, Inc.
3086	202 Morrell Road Knoxville, TN	\$10.00	January 31, 2028	5 + 5 + 5	Burlington Coat Factory Warehouse Corporation

In re:  
Bed Bath & Beyond Inc.  
Debtor

Case No. 23-13359-VFP  
Chapter 11

## CERTIFICATE OF NOTICE

District/off: 0312-2  
Date Rcvd: Aug 04, 2023

User: admin  
Form ID: pdf903

Page 1 of 23  
Total Noticed: 12

The following symbols are used throughout this certificate:

Symbol	Definition
+	Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 06, 2023:

Recip ID	Recipient Name and Address
db	+ Bed Bath & Beyond Inc., 650 Liberty Avenue, Union, NJ 07083-8107
aty	+ Casey McGushin, 3101 Old Jacksonville Road, Springfield, IL 62704-6488
aty	+ Charles B. Sterrett, Kirkland & Ellis, 300 North LaSalle Street, Chicago, IL 60654-5412
aty	+ Derek I. Hunter, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022-4643
aty	+ Emily E. Geier, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022-4643
aty	+ Jacob E. Black, Kirkland and Ellis LLP, 3101 Old Jacksonville Road, Springfield, IL 62704-6488
aty	+ Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022-4643
aty	+ Michael A. Sloman, Kirkland and Ellis LLP, 601 Lexington Avenue, New York, NY 10022-4643
aty	+ Noah Z. Sosnick, Kirkland and Ellis LLP, 601 Lexington Avenue, New York, NY 10022-4643
aty	+ Olivia F. Acuna, Kirkland and Ellis LLP, 601 Lexington Avenue, New York, NY 10022-4643
aty	+ Richard U.S. Howell, P.C, KIRKLAND & ELLIS LLP, KIRKLAND & ELLIS INTERNATIONAL LLP, 300 North LaSalle Street, Chicago, IL 60654-5412
aty	+ Ross Fiedler, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022-4643

TOTAL: 12

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

## BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, \*duplicate of an address listed above, \*P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

## NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 06, 2023

Signature: /s/Gustava Winters

## CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 4, 2023 at the address(es) listed below:

Name	Email Address
A.J. Webb	on behalf of Creditor Select Consolidated Management LLC awebb@fbtlaw.com

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Aaron Applebaum	on behalf of Creditor CR Mount Pleasant LLC aaron.applebaum@us.dlapiper.com, aaron--applebaum--3547@ecf.pacerpro.com
Aaron Applebaum	on behalf of Interested Party Continental Realty Corporation aaron.applebaum@us.dlapiper.com aaron--applebaum--3547@ecf.pacerpro.com
Aaron Applebaum	on behalf of Interested Party WM Sunset & Vine LLC aaron.applebaum@us.dlapiper.com aaron--applebaum--3547@ecf.pacerpro.com
Aaron Applebaum	on behalf of Creditor Ridgeport Limited Partnership aaron.applebaum@us.dlapiper.com aaron--applebaum--3547@ecf.pacerpro.com
Aaron Applebaum	on behalf of Creditor CR West Ashley LLC aaron.applebaum@us.dlapiper.com, aaron--applebaum--3547@ecf.pacerpro.com
Aaron R. Cahn	on behalf of Creditor The Bank of New York Mellon cahn@clm.com CourtMail@clm.com
Alan J. Brody	on behalf of Creditor JPMorgan Chase Bank N.A. brodya@gtlaw.com NJLitDock@gtlaw.com
Alan J. Brody	on behalf of Creditor Alexander's Rego Shopping Center Inc. brodya@gtlaw.com, NJLitDock@gtlaw.com
Albert Anthony Ciardi, III	on behalf of Creditor The Anna Mscisz Trust aciardi@ciardilaw.com sfrizlen@ciardilaw.com;dtorres@ciardilaw.com
Albert Anthony Ciardi, III	on behalf of Interested Party Anna Mscisz Trust aciardi@ciardilaw.com sfrizlen@ciardilaw.com;dtorres@ciardilaw.com
Albert Anthony Ciardi, III	on behalf of Creditor Rainier Colony Place Acquisitions LLC aciardi@ciardilaw.com, sfrizlen@ciardilaw.com;dtorres@ciardilaw.com
Alexander F. Barth	on behalf of Creditor The Chen Liu and Shu Fen Lie Revocable Trust abarth@cohenseglia.com
Alexandria Nikolinos	on behalf of U.S. Trustee U.S. Trustee alexandria.nikolinos@usdoj.gov
Allen J Barkin	on behalf of Creditor LOGIXAL INC. abarkin@sbmesq.com sandyr@sbmesq.com
Allen Joseph Underwood, II	on behalf of Creditor 12535 SE 82nd AVE LLC aunderwood@litedepalma.com ajunderwood@ecf.courtdrive.com;grodriguez@litedepalma.com
Allyson Stavis	on behalf of Interested Party Nordstrom Inc. astavis@atlpl.com
Amish R. Doshi	on behalf of Creditor Oracle America Inc. amish@doshilegal.com
Amy Elizabeth Vulpio	on behalf of Creditor Salesforce.com inc. vulpioa@whiteandwilliams.com
Andrew Braunstein	on behalf of Creditor Commission Junction LLC andrew.braunstein@lockelord.com
Andy Winchell	on behalf of Creditor River Park Properties II LP andy@winchlaw.com, awinchellecf@gmail.com;katharine@winchlaw.com;winchellar94173@notify.bestcase.com
Andy Winchell	on behalf of Creditor Dong Koo Kim and Jong Ok Kim Trustees of the Dong Koo Kim and Jong Ok Kim Family Trust, dated October 18, 1996 andy@winchlaw.com, awinchellecf@gmail.com;katharine@winchlaw.com;winchellar94173@notify.bestcase.com
Angela L Mastrangelo	on behalf of Interested Party Valley Square I L.P. mastrangelo@bk-legal.com, bhoffmann@bk-legal.com
Angela L Mastrangelo	on behalf of Interested Party CTC Phase II LLC mastrangelo@bk-legal.com, bhoffmann@bk-legal.com
Angela L Mastrangelo	on behalf of Interested Party Christiana Town Center LLC mastrangelo@bk-legal.com, bhoffmann@bk-legal.com
Anthony Sodono, III	on behalf of Creditor Salmar Properties LLC asodono@msbnj.com



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Arthur Abramowitz

on behalf of Other Prof. Golf & Tennis Pro Shops Inc. (d/b/a/ PGA TOUR Superstore) aabramowitz@shermansilverstein.com, jbaugh@shermansilverstein.com

Barbra Rachel Parlin

on behalf of Creditor ALTO Northpoint LP barbra.parlin@hklaw.com, elvin.ramos@hklaw.com; glenn.huzinec@hklaw.com, HAPI@HKLAW.COM; hapi@hklaw.com; jjalemany@hklaw.com

Beth E Levine

on behalf of Creditor Committee Official Committee Of Unsecured Creditors blevine@pszjlaw.com

Bradford J. Sandler

on behalf of Creditor Committee Official Committee Of Unsecured Creditors bsandler@pszjlaw.com mseidl@pszjlaw.com; lsc@pszjlaw.com

Brendan Scott

on behalf of Creditor Dream on Me Industries Inc. bscott@klestadt.com

Brett D. Goodman

on behalf of Creditor PL Dulles LLC brett.goodman@afslaw.com john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor Airport Plaza LLC brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor KIR Pasadena II L.P. brett.goodman@afslaw.com john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor Chico Crossroads L.P. brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor KSI Cary 483 LLC brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor C T Center S.C. LP brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor WRI/Raleigh L.P. brett.goodman@afslaw.com john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor Mooresville Crossing LP brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor Price/Baybrook Ltd. brett.goodman@afslaw.com john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor Franklin Park S.C. LLC brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor Kimco Realty OP LLC brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor WRI-URS South Hill LLC brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor Weingarten Nostat LLC brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor KIR Tukwila L.P. brett.goodman@afslaw.com john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor KIR Bridgewater 573 LLC brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor CFH Realty III/Sunset Valley L.P. brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor Talisman Towson Limited Partnership brett.goodman@afslaw.com john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor WRI Mueller LLC brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor KIR MONTGOMERY 049 LLC brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor KIR Soncy L.P. brett.goodman@afslaw.com john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor Kimco Riverview LLC brett.goodman@afslaw.com, john.murphy@troutman.com

Brett D. Goodman

on behalf of Creditor Redfield Promenade LP brett.goodman@afslaw.com, john.murphy@troutman.com

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Brett D. Goodman	on behalf of Creditor Conroe Marketplace S.C. L.P. brett.goodman@afslaw.com, john.murphy@troutman.com
Brett D. Goodman	on behalf of Creditor Flagler S.C. LLC brett.goodman@afslaw.com, john.murphy@troutman.com
Brett D. Goodman	on behalf of Creditor KIR Brandon 011 LLC brett.goodman@afslaw.com, john.murphy@troutman.com
Brett S. Moore	on behalf of Creditor Englewood Construction Inc. bsmoore@pbnlaw.com, pnbalala@pbnlaw.com;mpdermatis@pbnlaw.com;jmoconnor@pbnlaw.com
Brian Morgan	on behalf of Creditor Prologis brian.morgan@faegredrinker.com
Brian Morgan	on behalf of Creditor Prologis USLF NV II LLC brian.morgan@faegredrinker.com
Brian Morgan	on behalf of Creditor PRW Urban Renewal 1 LLC brian.morgan@faegredrinker.com
Brian Morgan	on behalf of Creditor UG2 Solon OH LP brian.morgan@faegredrinker.com
Brian I. Kantar	on behalf of Creditor Arch Insurance Company bkantar@csglaw.com
Brittany B Falabella	on behalf of Creditor The Brink's Company bfalabella@hirschlerlaw.com rhenderson@hirschlerlaw.com
Carol L. Knowlton	on behalf of Creditor TFP Limited cknowlton@gorskiknowlton.com
Christopher D Loizides	on behalf of Interested Party NORTHWOODS III (SAN ANTONIO) LLC loizides@loizides.com, lisa.peters@kutakrock.com
Clayton Daniel Harvey	on behalf of Creditor Federal Heath Sign Company LLC charvey@sgrlaw.com
Colin R. Robinson	on behalf of Creditor Committee Official Committee Of Unsecured Creditors crobinson@pszjlaw.com
Courtney Brown	on behalf of Creditor CMR Limited Partnership cmbrown@vedderprice.com ecfnydocket@vedderprice.com,courtney-brown-3667@ecf.pacerpro.com
Courtney A. Schael	on behalf of Creditor ShopperTrak RCT LLC cschael@ashfordnjlaw.com mrogers@ashfordnjlaw.com
Dana Lee Robbins	on behalf of Creditor DS Properties 18 LP drobbins@burr.com mguerra@burr.com
Dana Lee Robbins	on behalf of Creditor SF WH Property Owner LLC drobbins@burr.com mguerra@burr.com
Dana S. Plon	on behalf of Creditor ML-MJW Port Chester SC Owner LLC dplon@sirlinlaw.com
Dana S. Plon	on behalf of Creditor Simsbury Commons LLC dplon@sirlinlaw.com
Dana S. Plon	on behalf of Creditor Middletown Shopping Center I L.P. dplon@sirlinlaw.com
Dana S. Plon	on behalf of Creditor Riverhead Centre Owners LLC dplon@sirlinlaw.com
Daniel Stolz	on behalf of Interested Party Ad Hoc Committee of Bondholders dstolz@genovaburns.com dstolz@ecf.inforuptcy.com;msousa@genovaburns.com
Daniel Stolz	on behalf of Creditor Unsecured Noteholders Group dstolz@genovaburns.com dstolz@ecf.inforuptcy.com;msousa@genovaburns.com
Daniel M Pereira	on behalf of Creditor ChannelAdvisor Corp. dpereira@stradley.com
Daniel M Pereira	on behalf of Creditor Commerce Technologies LLC dpereira@stradley.com
Daniel N. Zinman	

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on behalf of Creditor W.B.P. Central Associates LLC dzinman@kandflp.com,  
skossar@kandflp.com;cvalenzuela@kandflp.com;foreclosure@kandflp.com

Daniel R. Utain

on behalf of Creditor Newtown/Bucks Associates L.P. dutain@kaplaw.com, llapenna@kaplaw.com

David Edelberg

on behalf of Attorney DC USA Operating Co. LLC dedelberg@sh-law.com edelbergdr82964@notify.bestcase.com

David Graff

on behalf of Creditor Telegraph Marketplace Partners II LLC dgraff@graffsilversteinllp.com

David H. Pikus

on behalf of Creditor Acxiom LLC dpikus@bressler.com

David H. Stein

on behalf of Creditor Enid Two LLC dstein@wilentz.com, ciarkowski@wilentz.com

David L. Bruck

on behalf of Creditor Chase Green Mountain LP bankruptcy@greenbaumlaw.com

David L. Bruck

on behalf of Creditor Triple B Mission Viejo LLC bankruptcy@greenbaumlaw.com

David L. Bruck

on behalf of Creditor Chenal Place Properties LLC bankruptcy@greenbaumlaw.com

David L. Bruck

on behalf of Creditor Almaden Plaza Shopping Center Inc. bankruptcy@greenbaumlaw.com

David L. Bruck

on behalf of Creditor Brothers International Holding Corporation and Almaden Plaza Shopping Center Inc.  
bankruptcy@greenbaumlaw.com

David M Stauss

on behalf of Creditor CBL & Associates Management Inc. david.stauss@huschblackwell.com,  
serena.hill@huschblackwell.com;david-stauss-2550@ecf.pacerpro.com

David M Stauss

on behalf of Interested Party Safety National Casualty Corporation david.stauss@huschblackwell.com  
serena.hill@huschblackwell.com;david-stauss-2550@ecf.pacerpro.com

David M. Bass

on behalf of Debtor Bed Bath & Beyond Inc. dbass@coleschotz.com

David P. Primack

on behalf of Creditor THF Harrisonburg Crossing LLC dprimack@mdmc-law.com, kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor GKT Shoppes at Legacy Park dprimack@mdmc-law.com kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor TKG Paxton Towne Center Development LP dprimack@mdmc-law.com, kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor GKT Gallatin Shopping Center dprimack@mdmc-law.com kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor TKG Coral North LLC dprimack@mdmc-law.com, kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor TKG Monroe Louisiana 2 LLC dprimack@mdmc-law.com kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor Shreve Center DE LLC dprimack@mdmc-law.com kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor TKG Logan Town Centre LP dprimack@mdmc-law.com kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor SLO Promenade DE LLC dprimack@mdmc-law.com kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor TKG Mountain View Plaza LLC dprimack@mdmc-law.com, kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor The Shoppes at Wilton LLC dprimack@mdmc-law.com, kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor Grand Mesa Center LLC dprimack@mdmc-law.com, kpatterson@mdmc-law.com

David P. Primack

on behalf of Creditor TKG-Manchester Highland dprimack@mdmc-law.com kpatterson@mdmc-law.com

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David P. Primack	on behalf of Creditor Wedgewood Hills Inc. dprimack@mdmc-law.com, kpatterson@mdmc-law.com
David P. Primack	on behalf of Creditor Epps Bridge Centre Property Co LLC dprimack@mdmc-law.com, kpatterson@mdmc-law.com
David P. Primack	on behalf of Creditor Carson Valley Center LLC dprimack@mdmc-law.com, kpatterson@mdmc-law.com
David P. Primack	on behalf of Creditor Dreamland Shopping Center dprimack@mdmc-law.com kpatterson@mdmc-law.com
David P. Primack	on behalf of Creditor Manhattan Marketplace SC LLC dprimack@mdmc-law.com kpatterson@mdmc-law.com
David P. Primack	on behalf of Creditor MCS-Lancaster DE LP dprimack@mdmc-law.com kpatterson@mdmc-law.com
David P. Primack	on behalf of Creditor TKG Biscayne LLC dprimack@mdmc-law.com, kpatterson@mdmc-law.com
David P. Primack	on behalf of Creditor THF/MRP Tiger Town LLC dprimack@mdmc-law.com, kpatterson@mdmc-law.com
David P. Primack	on behalf of Creditor TKG Woodmen Commons LLC dprimack@mdmc-law.com, kpatterson@mdmc-law.com
David S. Catuogno	on behalf of Creditor Cartus Corporation david.catuogno@klgates.com
Derek J. Baker	on behalf of Creditor Cherry Hill Retail Partners LLC dbaker@reedsmith.com
Diane Sanders	on behalf of Creditor San Marcos CISD austin.bankruptcy@lgbs.com
Diane Sanders	on behalf of Creditor CAMERON COUNTY austin.bankruptcy@lgbs.com
Diane Sanders	on behalf of Creditor Nueces County austin.bankruptcy@lgbs.com
Diane Sanders	on behalf of Creditor McLennan County austin.bankruptcy@lgbs.com
Diane Sanders	on behalf of Creditor City of McAllen austin.bankruptcy@lgbs.com
Diane Sanders	on behalf of Creditor VICTORIA COUNTY austin.bankruptcy@lgbs.com
Don Stecker	on behalf of Creditor City of El Paso sanantonio.bankruptcy@lgbs.com
Don Stecker	on behalf of Creditor Bexar County sanantonio.bankruptcy@lgbs.com
Don A. Beskrone	on behalf of Creditor RetailMeNot Inc. DBeskrone@ashbygeddes.com, rpalacio@ashbygeddes.com; snewman@ashbygeddes.com; ahrycak@ashbygeddes.com; gtaylor@ashbygeddes.com; adellose@ashbygeddes.com
Douglas J. McGill	on behalf of Creditor Ak-Sr-Ben Village L.L.C. dmcgill@webbermcgill.com
Douglas T Tabachnik	on behalf of Creditor Park West Village Phase I dtabachnik@dtlaw.com rdalba@dtlaw.com
Douglas T Tabachnik	on behalf of Creditor Casto-Oakbridge Venture Ltd dtabachnik@dtlaw.com, rdalba@dtlaw.com
Douglas T Tabachnik	on behalf of Creditor Panama City Beach Venture II dtabachnik@dtlaw.com rdalba@dtlaw.com
Douglas T Tabachnik	on behalf of Creditor Hanes M. Owner LLC and Hanes Z. Owner, LLC, Joint Tenants dtabachnik@dtlaw.com, rdalba@dtlaw.com
Drew S. McGehrin	on behalf of Creditor NP New Castle LLC dsmcgehrin@duanemorris.com
Edmond P O'Brien	on behalf of Creditor RXR 620 Master Lessee LLC eobrien@cszlaw.com jrich@cszlaw.com

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Total Noticed: 12

Elliot D. Ostrove

on behalf of Creditor Iris Software Inc. e.ostrove@epsteinostrove.com

Eric Horn

on behalf of Creditor Warren Eisenberg ehorn@aystrauss.com  
g31738@notify.cincompass.com,lediazlaw@gmail.com;diazlr82343@notify.bestcase.com;ldiaz@vogelbachpc.com;horner82343@notify.bestcase.com

Eric Horn

on behalf of Creditor Leonard Feinstein ehorn@aystrauss.com  
g31738@notify.cincompass.com,lediazlaw@gmail.com;diazlr82343@notify.bestcase.com;ldiaz@vogelbachpc.com;horner82343@notify.bestcase.com

Eric S. Chafetz

on behalf of Interested Party Pagosa Partners III Ltd. echafetz@lowenstein.com

Eric S. Chafetz

on behalf of Interested Party CPT Arlington Highlands 1 LP echafetz@lowenstein.com

Erin Teske

on behalf of Creditor SRK Lady Lake 21 SPE LLC eteske@hodgsonruss.com

Erin Teske

on behalf of Creditor Benchmark-Clarence Associates LLC eteske@hodgsonruss.com

Evan J. Zucker

on behalf of Creditor 1019 Central Avenue Corp. ezucker@blankrome.com nybankruptcydocketing@blankrome.com

Faye C Rasch

on behalf of Creditor SHI Owner LLC faye@wrlawgroup.com, travis@wrlawgroup.com

Felice R. Yudkin

on behalf of Debtor Bed Bath & Beyond Inc. fyudkin@coleschotz.com fpisano@coleschotz.com

Fernand L Laudumiey, IV

on behalf of Creditor Richards Clearview LLC laudumiey@chaffe.com

Fran B. Steele

on behalf of U.S. Trustee U.S. Trustee Fran.B.Steele@usdoj.gov

Frank F. Velocci

on behalf of Creditor Prologis frank.velocci@faegredrinker.com cathy.greer@faegredrinker.com

Frank F. Velocci

on behalf of Creditor Prologis USLF NV II LLC frank.velocci@faegredrinker.com, cathy.greer@faegredrinker.com

Geoffrey Edward Lynott

on behalf of Creditor Verizon Entities glylott@mccarter.com lharkins@mccarter.com

Gregory Plotko

on behalf of Interested Party Infor (US) LLC gplotko@btlaw.com, mschneider@rkollp.com,greg-plotko-2613@ecf.pacerpro.com

Gregory S. Kinoisian

on behalf of Interested Party Ad Hoc Committee of Bondholders gkinoisian@genovaburns.com

Jaclyn Dopke

on behalf of Creditor Federated Service Solutions c/o Jaclyn Scarduzio Dopke fleischercases@fleischerlaw.com  
jdopke@fleischerlaw.com

James McCartney

on behalf of Creditor Caparra Center Associates LLC JMcCartney@mcwpc.com

James C. Thoman

on behalf of Creditor Benchmark-Clarence Associates LLC jthoman@hodgsonruss.com, rleek@hodgsonruss.com

James C. Thoman

on behalf of Creditor SRK Lady Lake 21 SPE LLC jthoman@hodgsonruss.com, rleek@hodgsonruss.com

James S. Carr

on behalf of Creditor Ryder Integrated Logistics Inc.  
KDWBankruptcyDepartment@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

James S. Yu

on behalf of Creditor CA 5-15 West 125th LLC jyu@seyfarth.com nycdocket@seyfarth.com;rpinkston@seyfarth.com

James S. Yu

on behalf of Creditor 36 Monmouth Plaza jyu@seyfarth.com nycdocket@seyfarth.com;rpinkston@seyfarth.com

Jamese Suozzo

on behalf of Interested Party Case Snow Management LLC james.suozzo@rivkin.com,  
matthew.spero@rivkin.com;stuart.gordon@rivkin.com

Jamese Suozzo

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Total Noticed: 12

on behalf of Interested Party 250 Hudson Street LLC james.suozzo@rivkin.com,  
matthew.spero@rivkin.com;stuart.gordon@rivkin.com

Jami B. Nimeroff

on behalf of Creditor Mode Transportation Inc. jnimeroff@bmnlawyers.com, cjones@bmnlawyers.com

Jami B. Nimeroff

on behalf of Creditor Waldorf Shoppers' World LLC jnimeroff@bmnlawyers.com, cjones@bmnlawyers.com

Jaspreet S. Mayall

on behalf of Creditor 3600 Long Beach Road LLC ,  
jmayall@certilmanbalin.com;rnosek@certilmanbalin.com;afollett@certilmanbalin.com;cfollett@certilmanbalin.com

Jaspreet S. Mayall

on behalf of Creditor Serota Islip NC LLC  
jmayall@certilmanbalin.com;rnosek@certilmanbalin.com;afollett@certilmanbalin.com;cfollett@certilmanbalin.com

Jay B. Solomon

on behalf of Creditor Mastic Associates of New York LLC jsolomon@bbgllp.com

Jay L. Lubetkin

on behalf of Creditor Mad River Development LLC jlubetkin@rtlawfirm.com rgaydos@rtlawfirm.com

Jeffrey Bernstein

on behalf of Creditor HRTC 1 LLC jbernstein@mdmc-law.com

Jeffrey Kurtzman

on behalf of Creditor Tamarack Village Shopping Center A Limited Partnership kurtzman@kurtzmansteady.com

Jeffrey Kurtzman

on behalf of Creditor Water Tower Square Associates kurtzman@kurtzmansteady.com

Jeffrey Ruderman

on behalf of Creditor RXR 620 Master Lessee LLC jruderman@cszlaw.com

Jeffrey A. Lester

on behalf of Interested Party Western Carriers Inc. jlester@blaw.com

Jeffrey A. Wurst

on behalf of Interested Party Nordstrom Inc. jwurst@atllp.com

Jeffrey C. Wisler

on behalf of Creditor IRC Prairie Crossings L.L.C. jwisler@connollygallagher.com

Jeffrey C. Wisler

on behalf of Creditor IRC Woodfield Plaza L.L.C. jwisler@connollygallagher.com

Jeremy M. Campana

on behalf of Creditor IMI Huntsville LLC a/k/a Bridge Street Town Centre jeremy.campana@thompsonhine.com  
ECFDocket@thompsonhine.com

Jerrold S. Kulback

on behalf of Creditor Hingham Launch Property LLC jkulback@archerlaw.com, chansen@archerlaw.com

Jerrold S. Kulback

on behalf of Creditor CP Venture Five - AV LLC jkulback@archerlaw.com, chansen@archerlaw.com

Jerrold S. Kulback

on behalf of Creditor HCL Technologies Limited jkulback@archerlaw.com chansen@archerlaw.com

Jesse M. Harris

on behalf of Creditor Microsoft Corporation jesseharris@foxrothschild.com

Jessica Deborah Mikhailevich

on behalf of Interested Party Tiger Capital Group LLC jessica.mikhailevich@troutman.com, wlbank@troutman.com

Jessica Deborah Mikhailevich

on behalf of Interested Party Gordon Brothers Retail Partners LLC jessica.mikhailevich@troutman.com, wlbank@troutman.com

Jessica Deborah Mikhailevich

on behalf of Other Prof. Hilco Merchant Resources LLC and Gordon Brothers Retail Partners, LLC  
jessica.mikhailevich@troutman.com, wlbank@troutman.com

Jessica Deborah Mikhailevich

on behalf of Interested Party B. Riley Retail Solutions LLC jessica.mikhailevich@troutman.com, wlbank@troutman.com

Jessica Deborah Mikhailevich

on behalf of Interested Party NPMC Retail LLC jessica.mikhailevich@troutman.com, wlbank@troutman.com

John Greco

on behalf of Creditor Evergreen Line jgreco@bge-law.com

John Greco

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on behalf of Creditor Evergreen Shipping Agency (America) Corporation jgreco@bge-law.com

John O'Boyle

on behalf of Creditor 101 & Scottsdale LLC joboyle@norgaardfirm.com,  
sferreira@norgaardfirm.com;kcimmino@norgaardfirm.com;crose@norgaardfirm.com;dtakach@norgaardfirm.com;o'boyle.johnb1  
24931@notify.bestcase.com

John David Folds

on behalf of Creditor Bayer Development Company LLC dfolds@bakerdonelson.com

John David Folds

on behalf of Creditor Hart Miracle Marketplace LLC dfolds@bakerdonelson.com

John David Folds

on behalf of Creditor Cobb Place Property LLC dfolds@bakerdonelson.com

John David Folds

on behalf of Creditor Hart TC I-III LLC dfolds@bakerdonelson.com

John Kendrick Turner

on behalf of Creditor Smith County john.turner@lgbs.com Dora.Casiano-Perez@lgbs.com;Dallas.Bankruptcy@lgbs.com

John Kendrick Turner

on behalf of Creditor Tom Green Cad john.turner@lgbs.com Dora.Casiano-Perez@lgbs.com;Dallas.Bankruptcy@lgbs.com

John S. Mairo

on behalf of Creditor Sama Plastics Corp. and Sama Wood LLC jsmairo@pbnlaw.com  
pnbalala@pbnlaw.com;mpdermatis@pbnlaw.com;jmoconnor@pbnlaw.com

John S. Mairo

on behalf of Creditor U.S. 41 & I-285 Company LLC jsmairo@pbnlaw.com  
pnbalala@pbnlaw.com;mpdermatis@pbnlaw.com;jmoconnor@pbnlaw.com

John S. Mairo

on behalf of Creditor DFW Lewisville Partners GP jsmairo@pbnlaw.com  
pnbalala@pbnlaw.com;mpdermatis@pbnlaw.com;jmoconnor@pbnlaw.com

John S. Mairo

on behalf of Creditor DPEG Fountains LP jsmairo@pbnlaw.com,  
pnbalala@pbnlaw.com;mpdermatis@pbnlaw.com;jmoconnor@pbnlaw.com

John S. Mairo

on behalf of Creditor KMO-361 (Paramus) LLC jsmairo@pbnlaw.com  
pnbalala@pbnlaw.com;mpdermatis@pbnlaw.com;jmoconnor@pbnlaw.com

John S. Mairo

on behalf of Creditor MLO Great South Bay LLC jsmairo@pbnlaw.com  
pnbalala@pbnlaw.com;mpdermatis@pbnlaw.com;jmoconnor@pbnlaw.com

John S. Mairo

on behalf of Creditor Siegen Lane Properties LLC jsmairo@pbnlaw.com  
pnbalala@pbnlaw.com;mpdermatis@pbnlaw.com;jmoconnor@pbnlaw.com

John S. Mairo

on behalf of Creditor Northway Mall Properties Sub LLC jsmairo@pbnlaw.com,  
pnbalala@pbnlaw.com;mpdermatis@pbnlaw.com;jmoconnor@pbnlaw.com

Jonathan S. Bodner

on behalf of Creditor BVCV Union Plaza LLC jbodner@bodnerlawpllc.com

Jonathan S. Bodner

on behalf of Creditor International Distribution Group LLC jbodner@bodnerlawpllc.com

Jonathan S. Bodner

on behalf of Creditor International Warehouse Group Inc. jbodner@bodnerlawpllc.com

Jonathan S. Bodner

on behalf of Creditor BV Waco Central Texas Marketplace LLC jbodner@bodnerlawpllc.com

Jordan Seth Blask

on behalf of Creditor Tempur Sealy International Inc. jblask@fbtlaw.com, rmccartney@fbtlaw.com

Jordan Seth Blask

on behalf of Creditor Cintas Corporation jblask@fbtlaw.com rmccartney@fbtlaw.com

Jordan Seth Blask

on behalf of Creditor WPG Legacy LLC jblask@fbtlaw.com, rmccartney@fbtlaw.com

Jordan Seth Blask

on behalf of Creditor Select Consolidated Management LLC jblask@fbtlaw.com, rmccartney@fbtlaw.com

Joseph H Baldiga

on behalf of Creditor Running Hill SP LLC jbaldiga@mirickoconnell.com

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User: admin

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Total Noticed: 12

Joseph H. Lemkin	on behalf of Creditor Levin Management Corporation jlemkin@stark-stark.com
Joseph H. Lemkin	on behalf of Creditor Springfield Plaza Limited Partnership jlemkin@stark-stark.com
Joseph H. Lemkin	on behalf of Creditor Richards Clearview LLC jlemkin@stark-stark.com
Joseph H. Lemkin	on behalf of Creditor Conopco Inc. dba Unilever United States jlemkin@stark-stark.com
Joseph H. Lemkin	on behalf of Creditor Riskified Inc. jlemkin@stark-stark.com
Joshua Sussberg	on behalf of Debtor Bed Bath & Beyond Inc. joshua.sussberg@kirkland.com ecf-00163ec7e7ea@ecf.pacerpro.com
Joshua S. Bauchner	on behalf of Creditor Texas Taxing Authorities jb@ansellgrimm.com courtfilings@ansellgrimm.com;ajd@ansellgrimm.com
Julie Anne Parsons	on behalf of Creditor Texas Taxing Authorities jparsons@mybalaw.com
Kenneth A. Rosen	on behalf of Interested Party Michael's Stores Inc. krosen@lowenstein.com, dclaussen@lowenstein.com
Kenneth L. Baum	on behalf of Creditor Columbus Park Crossing LLC kbaum@kenbaumdebtssolutions.com, ddipiazza@kenbaumdebtssolutions.com
Kenneth L. Baum	on behalf of Creditor Forum Lone Star L.P. kbaum@kenbaumdebtssolutions.com, ddipiazza@kenbaumdebtssolutions.com
Kenneth L. Baum	on behalf of Creditor Creekstone/Juban I LLC kbaum@kenbaumdebtssolutions.com, ddipiazza@kenbaumdebtssolutions.com
Kenneth M Klemm	on behalf of Creditor Hart TC I-III LLC kklemm@bakerdonelson.com
Kenneth M Klemm	on behalf of Creditor Bayer Development Company LLC kklemm@bakerdonelson.com
Kenneth M Klemm	on behalf of Creditor Hart Miracle Marketplace LLC kklemm@bakerdonelson.com
Kenneth M Klemm	on behalf of Creditor Cobb Place Property LLC kklemm@bakerdonelson.com
Keri P. Ebeck	on behalf of Creditor Realty Income Corporation KEBECK@BERNSTEINLAW.COM jbluemle@bernsteinlaw.com;kebeck@ecf.courtdrive.com
Keri P. Ebeck	on behalf of Creditor Duquesne Light Company KEBECK@BERNSTEINLAW.COM jbluemle@bernsteinlaw.com;kebeck@ecf.courtdrive.com
Kevin C Calhoun	on behalf of Creditor Oaklad County Treasurer kevin@lawyermich.com
Kevin M. Capuzzi	on behalf of Creditor Infosys Limited kcapuzzi@beneschlaw.com docket2@beneschlaw.com;lmolinaro@beneschlaw.com
Kevin M. Capuzzi	on behalf of Creditor PREP Home Retail-Oceanside LLC kcapuzzi@beneschlaw.com docket2@beneschlaw.com;lmolinaro@beneschlaw.com
Kevin M. Capuzzi	on behalf of Creditor DoorDash Inc. kcapuzzi@beneschlaw.com, docket2@beneschlaw.com;lmolinaro@beneschlaw.com
Kevin M. Capuzzi	on behalf of Creditor Infosys McCamish Systems LLC kcapuzzi@beneschlaw.com docket2@beneschlaw.com;lmolinaro@beneschlaw.com
Kevin Scott Mann	on behalf of Creditor NP Royal Ridge LLC kmann@crosslaw.com smacdonald@crosslaw.com;mjoyce@crosslaw.com
Kevin Scott Mann	on behalf of Interested Party Flexport Inc. kmann@crosslaw.com, smacdonald@crosslaw.com;mjoyce@crosslaw.com
Kristen Peters Watson	on behalf of Creditor Seritage SRC Finance LLC kwatson@burr.com jcarlin@burr.com;sfoshee@burr.com
Kristen Peters Watson	



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Total Noticed: 12

on behalf of Creditor SF WH Property Owner LLC kwatson@burr.com jcarlin@burr.com;sfoshee@burr.com

Kristen Peters Watson

on behalf of Creditor DS Properties 18 LP kwatson@burr.com jcarlin@burr.com;sfoshee@burr.com

Kristen Peters Watson

on behalf of Creditor Comenity Capital Bank kwatson@burr.com jcarlin@burr.com;sfoshee@burr.com

Kurt F Vote

on behalf of Creditor River Park Properties II LP kvote@wjhattorneys.com, kdodd@wjhattorneys.com

Lauren M. Macksoud

on behalf of Creditor Mishorim 255 LLC and Mishorim Gold Houston, LLC lauren.macksoud@dentons.com

Lauren Rebecca Jacoby

on behalf of Interested Party Kelly Burt-Deasy lrjacoby@hootenandjacobylaw.com

Lawrence J Hilton

on behalf of Creditor HRTC 1 LLC lhilton@onellp.com lthomas@onellp.com

Lee Squitieri

on behalf of Plaintiff Judith Cohen lee@sfclasslaw.com

Lee Squitieri

on behalf of Creditor Judith Cohen lee@sfclasslaw.com

Leslie Carol Heilman

on behalf of Creditor ARG FSBROWI001 LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor Deutsche Asset & Wealth Management heilmanl@ballardspahr.com  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor 210 Development LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor ARG PSALBNM001 LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor Brixmor GA Cobblestone Village St. Augustine LLC heilmanl@ballardspahr.com  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor ARG SAABITX001 LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor CVSC LLC heilmanl@ballardspahr.com, vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor Agua Mansa Commerce Phase I LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor ARC ASANDSC001 LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor Fairview Shopping Center LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor GC Ambassador Courtyard LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor CLPF Marketplace LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor UBS Realty Investors LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor PF Portfolio 2 LP heilmanl@ballardspahr.com, vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor MGP XII Magnolia LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

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Leslie Carol Heilman

on behalf of Creditor Brixmor Operating Partnership LP heilmanl@ballardspahr.com  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor Urban Edge Properties L.P. heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor Heitman heilmanl@ballardspahr.com vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor UE 675 Route 1 LLC heilmanl@ballardspahr.com vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor Congressional Plaza Associates LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor Federal Realty OP LP heilmanl@ballardspahr.com vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor ARC BHT-VCMII001 LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor EDENS heilmanl@ballardspahr.com vesperm@ballardspahr.com;roglenl@ballardspahr.com

Leslie Carol Heilman

on behalf of Creditor ARC CLORLFL001 LLC heilmanl@ballardspahr.com,  
vesperm@ballardspahr.com;roglenl@ballardspahr.com

Lisa M. Solomon

on behalf of Attorney DC USA Operating Co. LLC lisa.solomon@att.net

Loren L. Speziale

on behalf of Creditor Township of Whitehall lspeziale@grossmcginley.com jkacsur@grossmcginley.com

Mark Minuti

on behalf of Interested Party Loja WTP LLC mark.minuti@saul.com

Mark Christopher Errico

on behalf of Interested Party Blue Yonder Inc. mark.errico@squirepb.com,  
maria.depinho@squirepb.com;mark-c-errico-7862@ecf.pacerpro.com;rudy.green@squirepb.com;rudy-green-3307@ecf.pacerpro.  
com

Mark E. Hall

on behalf of Creditor Silvertown Inc. mhall@foxrothschild.com, cbrown@foxrothschild.com

Marshall Dworkin

on behalf of Unknown Role Type Mara Sirhal mdworkin@moritthock.com

Marshall Dworkin

on behalf of Creditor Studio City East 93K LLC mdworkin@moritthock.com

Matthew E. Kaslow

on behalf of Creditor Willowbrook Town Center LLC mkaslow@blankrome.com

Melissa A. Pena

on behalf of Creditor CSHV Woodlands LP mapena@norris-law.com, pfreda@nmmlaw.com

Melissa A. Pena

on behalf of Creditor San Antonio Central Park Associates LLC mapena@norris-law.com, pfreda@nmmlaw.com

Melissa A. Pena

on behalf of Creditor Overton Park Plaza Associates LLC mapena@norris-law.com, pfreda@nmmlaw.com

Melissa A. Pena

on behalf of Creditor Rushmore Crossing LLC mapena@norris-law.com, pfreda@nmmlaw.com

Meredith Mitnick

on behalf of Creditor SharkNinja Operating LLC mmitnick@goodwinlaw.com

Merrill M. O'Brien

on behalf of Creditor F3 Metalworx Inc. obrien@obrienthornton.com, meg.ohayon@obrienthornton.com

Michael Korik

on behalf of Creditor JMCR Sherman LP mkorik@gruenlaw.com

Michael Kwiatkowski

on behalf of Creditor Massachusetts Electric Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

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User: admin

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on behalf of Creditor Potomac Edison Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor KeySpan Energy Delivery Long Island mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Public Service Company of New Hampshire mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor New York State Electric and Gas Corporation mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Consolidated Edison Company of New York Inc. mkwiatkowski@cullenllp.com,  
mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor PECO Energy Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Peoples Gas System Inc. mkwiatkowski@cullenllp.com, mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Boston Gas Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor PSEG Long Island mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Rochester Gas & Electric Corporation mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Yankee Gas Service Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Narragansett Electric Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor West Penn Power Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor San Diego Gas and Electric Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Georgia Power Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Niagara Mohawk Power Corporation mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Eversource Gas of Massachusetts mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Baltimore Gas and Electric Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Atlantic City Electric Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Jersey Central Power & Light Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor American Electric Power mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Salt River Project mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Commonwealth Edison Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Tucson Electric Power Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor The Cleveland Electric Illuminating Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Virginia Electric and Power Company d/b/a Dominion Energy Virginia mkwiatkowski@cullenllp.com  
mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor UNS Gas Inc. mkwiatkowski@cullenllp.com, mkwiatkowski@msek.com

Michael Kwiatkowski

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User: admin

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Total Noticed: 12

on behalf of Creditor Toledo Edison Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Colonial Gas Cape Cod mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Arizona Public Service Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Delmarva Power & Light Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor The East Ohio Gas Company d/b/a Dominion Energy Ohio mkwiatkowski@cullenllp.com  
mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor NStar Electric Company Western Massachusetts mkwiatkowski@cullenllp.com, mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor NV Energy Inc. mkwiatkowski@cullenllp.com, mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Pennsylvania Power Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Tampa Electric Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Monongahela Power Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor The Connecticut Light & Power Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor KeySpan Energy Delivery New York mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Ohio Edison Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Southern California Edison Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Florida Power & Light Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael Kwiatkowski

on behalf of Creditor Public Service Electric and Gas Company mkwiatkowski@cullenllp.com mkwiatkowski@msek.com

Michael D. Sirota

on behalf of Debtor Harmon of Caldwell Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Decorist LLC msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Knoxville Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Arundel Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Hackensack Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor BBB Value Services Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Falls Church Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Totowa Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Of a Kind Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

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Michael D. Sirota

on behalf of Debtor BBBY Management Corporation msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Attorney Cole Schotz P.C. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Paradise Valley Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Opry Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Plainview Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Hanover Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Towson Inc msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Palm Desert Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Louisville Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Fashion Center Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Birmingham Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Overland Park Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Liberty Procurement Co. Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor BBBYCF LLC msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Davenport Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Manhattan, Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Waldorf Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Carlstadt Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Springfield Buy Buy Baby Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Portland Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Lincoln Park Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

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User: admin

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Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Lexington Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor BBB Canada LP Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Yonkers Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Newton Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Rockaway Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Melville Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor bed 'n bath Stores Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Franklin Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Chef C Holdings LLC msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Annapolis Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of East Hanover Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Manalapan Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Edgewater Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Hartsdale Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Gallery Place L.L.C. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Buy Buy Baby of Totowa Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Alamo Bed Bath & Beyond Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Raritan Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Westfield Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Mandeville Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

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User: admin

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Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Baton Rouge Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Deerbrook Bed Bath & Beyond Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of California Limited Liability Company msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Pittsford Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Buy Buy Baby Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Old Bridge Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Shrewsbury Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Wayne Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Virginia Beach Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Brentwood Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Massapequa Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor One Kings Lane LLC msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor BWAO LLC msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Rockford Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Woodbridge Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Gaithersburg Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon Stores Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Buy Buy Baby of Rockville Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Frederick Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor BBYTF LLC msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor San Antonio Bed Bath & Beyond Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

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Michael D. Sirota

on behalf of Debtor Bed Bath & Beyond of Bridgewater Inc. msirota@coleschotz.com  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of Greenbrook II Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael D. Sirota

on behalf of Debtor Harmon of New Rochelle Inc. msirota@coleschotz.com,  
fpisano@coleschotz.com;ssallie@coleschotz.com;lmorton@coleschotz.com;pratkowiak@coleschotz.com

Michael R. Herz

on behalf of Interested Party Whitestone Eldorado Plaza LLC mherz@foxrothschild.com cbrown@foxrothschild.com

Michael S Tucker

on behalf of Creditor Siegen Lane Properties LLC mtucker@ulmer.com

Michael S Tucker

on behalf of Creditor MLO Great South Bay LLC mtucker@ulmer.com

Michael S Tucker

on behalf of Creditor KMO-361 (Paramus) LLC mtucker@ulmer.com

Michael S Tucker

on behalf of Creditor Northway Mall Properties Sub LLC mtucker@ulmer.com

Michael S Tucker

on behalf of Creditor U.S. 41 & I-285 Company LLC mtucker@ulmer.com

Mollie Margaret Lerew

on behalf of Creditor Texas Taxing Authorities mlerew@pbfc.com

Monique Bair DiSabatino

on behalf of Creditor College Plaza Station LLC mdisabatino@saul.com robyn.warren@saul.com

Monique Bair DiSabatino

on behalf of Creditor Town & Country (CA) Station L.P. mdisabatino@saul.com robyn.warren@saul.com

Monique Bair DiSabatino

on behalf of Creditor Phillips Edison & Company mdisabatino@saul.com robyn.warren@saul.com

Morris J. Schlaf

on behalf of Creditor Eleni Zervos mschlaf@saccaffillas.com mschlaf@recap.email

Morris S. Bauer

on behalf of Other Prof. Sixth Street Specialty Lending Inc. MSBauer@duanemorris.com, tjsantorelli@duanemorris.com

Nancy Isaacson

on behalf of Creditor Garfield-Southcenter LLC nisaacson@greenbaumlaw.com

Naznen Rahman

on behalf of Interested Party Ad Hoc Committee of Bondholders nrahman@glennagre.com

Nicole A. Leonard

on behalf of Creditor HRTC 1 LLC nleonard@mdmc-law.com  
gbressler@mdmc-law.com;dprimack@mdmc-law.com;sshidner@mdmc-law.com

Nicole M. Nigrelli

on behalf of Creditor The Anna Mscisz Trust nnigrelli@ciardilaw.com sfrizlen@ciardilaw.com;dtorres@ciardilaw.com

Nicole M. Nigrelli

on behalf of Creditor Rainier Colony Place Acquisitions LLC nnigrelli@ciardilaw.com,  
sfrizlen@ciardilaw.com;dtorres@ciardilaw.com

Owen M. Sonik

on behalf of Creditor Clear Creek Independent School District osonik@pbfc.com  
osonik@ecf.inforuptcy.com;mvaldez@pbfc.com

Owen M. Sonik

on behalf of Creditor Humble Independent School District osonik@pbfc.com  
osonik@ecf.inforuptcy.com;mvaldez@pbfc.com

Owen M. Sonik

on behalf of Creditor City of Houston osonik@pbfc.com osonik@ecf.inforuptcy.com;mvaldez@pbfc.com

Owen M. Sonik

on behalf of Creditor Spring Branch Independent School Dist. osonik@pbfc.com  
osonik@ecf.inforuptcy.com;mvaldez@pbfc.com

Owen M. Sonik

on behalf of Creditor Pasadena Independent School District osonik@pbfc.com  
osonik@ecf.inforuptcy.com;mvaldez@pbfc.com



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Paul Rubin	on behalf of Creditor Castle Ridge Plaza LLC prubin@rubinlawllc.com hhuynh@rubinlawllc.com
Paul Rubin	on behalf of Creditor Regent Shopping Center Inc. prubin@rubinlawllc.com hhuynh@rubinlawllc.com
Paul Hans Schafhauser	on behalf of Creditor IKEA Property Inc. schafhauserp@gtlaw.com
Paul J. Winterhalter	on behalf of Creditor Simon Property Group pwinterhalter@offitkurman.com cballasy@offitkurman.com
Paul J. Winterhalter	on behalf of Creditor Saul Holdings Limited Partnership pwinterhalter@offitkurman.com, cballasy@offitkurman.com
Paul S. Murphy	on behalf of Creditor Pittsburgh Hilton Head Associates L.P. paul.murphy@butlersnow.com ecf.notices@butlersnow.com,kitty.logan@butlersnow.com
Paul W Carey	on behalf of Creditor ISM Holdings Inc. pcarey@mirickoconnell.com
Paul W Carey	on behalf of Creditor Running Hill SP LLC pcarey@mirickoconnell.com
Richard L Fuqua, II	on behalf of Creditor PTCTX Holdings LLC fuqua@fuqualegal.com
Richard L Fuqua, II	on behalf of Creditor HCL Texas Avenue LLC fuqua@fuqualegal.com
Richard L. Zucker	on behalf of Creditor Taft Associates rzucker@lasserhochman.com
Richard L. Zucker	on behalf of Interested Party Taft Associates rzucker@lasserhochman.com
Rick Aaron Steinberg	on behalf of Creditor TOTE Maritime rsteinberg@pricemeese.com
Robert Malone	on behalf of Creditor Committee Official Committee Of Unsecured Creditors rmalone@gibbonslaw.com nmitchell@gibbonslaw.com
Robert J Feinstein	on behalf of Creditor Committee Official Committee Of Unsecured Creditors rfeinstein@pszjlaw.com
Robert J Sproul	on behalf of Creditor County of Loudoun robert.sproul@loudoun.gov ann.mccafferty@loudoun.gov;nicole.rodriguez@loudoun.gov
Robert L. LeHane	on behalf of Creditor Hines Global REIT Inc. rlehane@kelleydrye.com, KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com
Robert L. LeHane	on behalf of Creditor Kite Realty Group rlehane@kelleydrye.com KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com
Robert L. LeHane	on behalf of Creditor Blumenfeld Development Group Ltd rlehane@kelleydrye.com, KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com
Robert L. LeHane	on behalf of Creditor NNN REIT Inc. rlehane@kelleydrye.com, KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com
Robert L. LeHane	on behalf of Creditor Edison TOCA001 LLC rlehane@kelleydrye.com KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com
Robert L. LeHane	on behalf of Creditor Benderson Development Company rlehane@kelleydrye.com KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com
Robert L. LeHane	on behalf of Creditor EDISON BRMA 001 LLC and EDISON FLFL001 LLC rlehane@kelleydrye.com KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com
Robert L. LeHane	on behalf of Creditor Oak Street Real Estate rlehane@kelleydrye.com KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

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Robert L. LeHane

on behalf of Creditor Basser Kaufman rlehane@kelleydrye.com  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert L. LeHane

on behalf of Creditor EDISON BRMA 002 LLC rlehane@kelleydrye.com  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert L. LeHane

on behalf of Creditor SITE Centers Corp. rlehane@kelleydrye.com  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert L. LeHane

on behalf of Creditor ShopCore Properties rlehane@kelleydrye.com  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert L. LeHane

on behalf of Creditor Brookfield Properties Retail Inc rlehane@kelleydrye.com,  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert L. LeHane

on behalf of Creditor Regency Centers L.P rlehane@kelleydrye.com,  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert L. LeHane

on behalf of Creditor Pinnacle Hills LLC rlehane@kelleydrye.com,  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert L. LeHane

on behalf of Creditor HGREIT II Edmondson Road LLC rlehane@kelleydrye.com,  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert L. LeHane

on behalf of Creditor Daly City Serramonte Center LLC rlehane@kelleydrye.com,  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert L. LeHane

on behalf of Creditor SIPOC LLC rlehane@kelleydrye.com  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert L. LeHane

on behalf of Creditor Lerner Properties rlehane@kelleydrye.com  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert L. LeHane

on behalf of Creditor Nuveen Real Estate rlehane@kelleydrye.com  
KDWBankruptcyDepartment@KelleyDrye.com;BankruptcyDepartment2@KelleyDrye.com;MVicinanza@ecf.inforuptcy.com

Robert S. Roglieri

on behalf of Interested Party World Market LLC rroglieri@trenkisabel.law, mmassoud@trenkisabel.law

Robert S. Westermann

on behalf of Creditor The Brink's Company rwestermann@hirschlerlaw.com rhenderson@hirschlerlaw.com

Ronald S. Gellert

on behalf of Creditor Seritage SRC Finance LLC rgellert@gsbblaw.com abrown@gsbblaw.com

Sari Blair Placona

on behalf of Creditor Salmar Properties LLC splacona@msbnj.com

Sari Blair Placona

on behalf of Interested Party Vista Property Company LLC and Rockwall Crossing SC, LP splacona@msbnj.com

Sari Blair Placona

on behalf of Interested Party Central Transport LLC splacona@msbnj.com

Scott Fleischer

on behalf of Creditor West Coast Highway LLC sfleischer@barclaydamon.com

Scott Fleischer

on behalf of Creditor Mission Valley Shoppingtown LLC sfleischer@barclaydamon.com

Scott Fleischer

on behalf of Creditor RPT Realty L.P. sfleischer@barclaydamon.com

Scott Fleischer

on behalf of Creditor Westfield LLC sfleischer@barclaydamon.com

Scott Fleischer

on behalf of Creditor RED Development LLC sfleischer@barclaydamon.com

Scott Fleischer

on behalf of Creditor Inland Commercial Real Estate Services L.L.C. sfleischer@barclaydamon.com

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Scott Fleischer	on behalf of Creditor DLC Management Corp. sfleischer@barclaydamon.com
Scott Fleischer	on behalf of Creditor Rivercrest Realty Associates LLC sfleischer@barclaydamon.com
Scott Fleischer	on behalf of Creditor National Realty & Development Corp. sfleischer@barclaydamon.com
Scott A. Zuber	on behalf of Creditor Arch Insurance Company szuber@csglaw.com ecf@csglaw.com
Scott H. Bernstein	on behalf of Creditor Brinks U.S. a Division of Brinks, Incorporated scott@scottbernsteinlaw.com, scott.bernstein@gmail.com
Shai Schmidt	on behalf of Interested Party Ad Hoc Committee of Bondholders sschmidt@glennagre.com
Shawn M. Christianson	on behalf of Creditor Oracle America Inc. schristianson@buchalter.com, cmcintire@buchalter.com
Shmuel Klein	on behalf of Unknown Role Type No Place Like Home Corp shmuel.klein@verizon.net bleichmanklein@gmail.com;kleinsr88450@notify.bestcase.com
Sommer Leigh Ross	on behalf of Other Prof. Sixth Street Specialty Lending Inc. slross@duanemorris.com, AutoDocketWILM@duanemorris.com
Stephanie L. Jonaitis	on behalf of Interested Party OXO International Ltd. stephanie.jonaitis@troutman.com balaa@pepperlaw.com
Stephanie L. Jonaitis	on behalf of Interested Party Helen of Troy L.P. stephanie.jonaitis@troutman.com balaa@pepperlaw.com
Stephanie L. Jonaitis	on behalf of Interested Party Kaz Canada Inc. stephanie.jonaitis@troutman.com, balaa@pepperlaw.com
Stephanie L. Jonaitis	on behalf of Interested Party Kaz USA Inc. stephanie.jonaitis@troutman.com, balaa@pepperlaw.com
Stephanie R Sweeney	on behalf of Creditor Dream on Me Industries Inc. ssweeney@klestadt.com
Stephen R. Catanzaro	on behalf of Creditor Gotham Technology Group LLC scatanzaro@daypitney.com, cparlapiano@daypitney.com;jcohen@daypitney.com
Steven A. Jayson	on behalf of Creditor Farley Real Estate Associates LLC sjayson@msklaw.net, jloewenstein@msklaw.net;donnaz@msklaw.net;pmasiello@msklaw.net
Steven P. Kartzman	on behalf of Creditor Farley Real Estate Associates LLC Trustee@msklaw.net, nj16@ecfcbis.com;jloewenstein@msklaw.net;sjayson@msklaw.net;skartzman@msklaw.net;donnaz@msklaw.net;pmasiello@msklaw.net
Stuart D. Gavzy	on behalf of Creditor Township of Rockaway stuart@gavzylaw.com lesliebrown.paralegal@gmail.com;gavzysr82824@notify.bestcase.com;4635996420@filings.docketbird.com;ecf123@casedriver.com
Sunjae Lee	on behalf of Creditor GFA Alabama Inc. sunjae@jcklaw.com steve@jcklaw.com;john@jcklaw.com;debbie@jcklaw.com
Tara J. Schellhorn	on behalf of Creditor TPP Bryant LLC tschellhorn@riker.com
Tara J. Schellhorn	on behalf of Creditor Dadeland Station Associates Ltd. tschellhorn@riker.com
Thomas James Monroe	on behalf of Creditor Serota Islip NC LLC tmonroe@certilmanbalin.com
Thomas S. Onder	on behalf of Creditor Bell Tower Shops LLC tonder@stark-stark.com
Thomas S. Onder	on behalf of Creditor Gator Investments tonder@stark-stark.com
Thomas S. Onder	on behalf of Creditor Levin Management Corporation tonder@stark-stark.com
Thomas S. Onder	

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Total Noticed: 12

on behalf of Creditor Somerville Circle Partnership tonder@stark-stark.com

Thomas S. Onder

on behalf of Creditor North Village Associates tonder@stark-stark.com

Thomas S. Onder

on behalf of Creditor Richards Clearview LLC tonder@stark-stark.com

Thomas S. Onder

on behalf of Creditor Springfield Plaza Limited Partnership tonder@stark-stark.com

Tina Moss

on behalf of Creditor Workday Inc. tmoss@perkinscoie.com,  
tina-moss-8527@ecf.pacerpro.com;Docketnyc@perkinscoie.com;nvargas@perkinscoie.com;MichelleRose@perkinscoie.com

Tina Moss

on behalf of Creditor Adobe Inc. tmoss@perkinscoie.com,  
tina-moss-8527@ecf.pacerpro.com;Docketnyc@perkinscoie.com;nvargas@perkinscoie.com;MichelleRose@perkinscoie.com

Turner Falk

on behalf of Interested Party Brown Ranch Properties LP turner.falk@saul.com catherine.santangelo@saul.com

Turner Falk

on behalf of Creditor College Plaza Station LLC turner.falk@saul.com catherine.santangelo@saul.com

Turner Falk

on behalf of Creditor Phillips Edison & Company turner.falk@saul.com catherine.santangelo@saul.com

Turner Falk

on behalf of Creditor RAF Johnson City LLC and G&I IX Primrose Marketplace LLC turner.falk@saul.com  
catherine.santangelo@saul.com

Turner Falk

on behalf of Creditor Town & Country (CA) Station L.P. turner.falk@saul.com catherine.santangelo@saul.com

Turner Falk

on behalf of Interested Party Loja WTP LLC turner.falk@saul.com, catherine.santangelo@saul.com

U.S. Trustee

USTPRegion03.NE.ECF@usdoj.gov

Vahbiz Karanjia

on behalf of Creditor Iris Software Inc. v.karanjia@epsteinostrove.com

Vincent J. Roldan

on behalf of Creditor Schnitzer Stephanie LLC vroidan@mblawfirm.com

Vincent J. Roldan

on behalf of Creditor Arrowhead Palms L.L.C. vroidan@mblawfirm.com

Walter E. Swearingen

on behalf of Creditor TF Cornerstone Inc. wswearingen@beckerglynn.com aostrow@beckerglynn.com;hlin@beckerglynn.com

Walter E. Swearingen

on behalf of Creditor 200-220 West 26 LLC wswearingen@beckerglynn.com aostrow@beckerglynn.com;hlin@beckerglynn.com

Warren A. Usatine

on behalf of Debtor Bed Bath & Beyond Inc. wusatine@coleschotz.com fpisano@coleschotz.com

Wendy M Simkulak

on behalf of Creditor Chubb Companies wmsimkulak@duanemorris.com

Wendy M Simkulak

on behalf of Creditor The Chubb Companies wmsimkulak@duanemorris.com

William G. Wright

on behalf of Creditor ARC International North America LLC wwright@capehart.com, jlafferty@capehart.com

William J. Levant

on behalf of Creditor Consumer Centre Paramount 4 LLC efile.wjl@kaplaw.com, wlevant@gmail.com

William J. Levant

on behalf of Creditor Consumer Centre Paramount 1 LLC efile.wjl@kaplaw.com, wlevant@gmail.com

William J. Levant

on behalf of Creditor Consumer Centre Paramount 7 LLC efile.wjl@kaplaw.com, wlevant@gmail.com

William J. Levant

on behalf of Creditor Consumer Centre Paramount 6 LLC efile.wjl@kaplaw.com, wlevant@gmail.com

William J. Levant

on behalf of Creditor Consumer Centre Paramount 5 LLC efile.wjl@kaplaw.com, wlevant@gmail.com

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Total Noticed: 12

William J. Levant

on behalf of Creditor Consumer Centre Paramount 2 LLC efile.wjl@kaplaw.com, wlevant@gmail.com

William J. Levant

on behalf of Creditor Main Street at Exton II L.P. efile.wjl@kaplaw.com, wlevant@gmail.com

William R. Firth, III

on behalf of Creditor DT-SGW LLC wfirth@pashmanstein.com, ddanielson@cohenseglia.com

TOTAL: 527